

**Iowa Department of Natural Resources
Environmental Protection Commission**

ITEM

6

DECISION

TOPIC

Contract – University of Iowa - Water Resource Assessments

Recommendation:

Commission approval is requested for a one year, \$213,086 contract with the **University of Iowa** to provide 4 staff persons. The contract will begin on July 1, 2008 and terminate on June 30, 2009. The staff persons will be directed to work on 2 projects, Use Assessment/Use Attainability Analysis and Aquatic Ecosystem Monitoring.

The University of Iowa's responsibility in this contract is to provide 4 full time staff. These staff will be under the direct supervision of DNR supervisors. The DNR is responsible for assigning tasks and ensuring that the project objectives are met.

Funding Source:

There are 2 funding sources for this contract. The State General Fund will be used to cover Project 1 UA/UAA's at a not to exceed amount of \$94,000 and EPA Federal Grant #66.605 will be used to cover Project 2, Aquatic Ecosystem Monitoring at a not to exceed amount of \$119,086. DNR supervisors will track the staff time spent on each project.

Background:

UA/UAA: The concept of Use Assessment and Use Attainability Analysis (UA/UAA) is being applied by the DNR as a step-by-step process to gather site-specific field data on stream features and uses. The DNR then assesses available information to determine if the "presumed" recreational and aquatic life uses are appropriate.

According to Iowa Code 455B.176A, the DNR must evaluate any newly designated stream that receives a continuous discharge from a facility with a National Pollutant Discharge Elimination System (NPDES) permit. Prior to issuing a NPDES permit for an affected facility, the DNR will complete a UA/UAA for the receiving stream or stream network.

Aquatic Ecosystem Monitoring: EPA and its state, tribal, federal and other partners are beginning work on a survey of the nation's rivers and streams. This survey will use a random sampling design to provide regional and national estimates of the condition of rivers and streams. States and tribes will use consistent sampling and analytical procedures to ensure that results can be compared across the country and over time. This survey will combine a first-ever assessment of the nation's rivers with the second national survey of small wadeable streams (see the first such survey, The Wadeable Streams Assessment, at www.epa.gov/owow/streams/survey). The Wadeable Streams Assessment provided the baseline against which survey results on streams will be compared.

Purpose:

UA/UAA: The first project is to continue to complete Use Assessment/Use Attainability Analysis (UA/UAA) work. The UA/UAA project first began in 2006 with a directive from the legislature to complete UA/UAA's for streams that receive an NPDES discharge before an NPDES permit could be renewed. All of the field work for the UA/UAA's was completed by December 2007, but data analysis for approximately 1,500 UA/UAA's remains to be completed. The work that remains to be completed includes analyzing the field data, determining if a follow-up field visit is warranted, performing data entry and refinement and quality assurance checks, contacting public land managers and county conservation boards per established protocols, and determining the stream use designation recommendation for each stream assessment.

Aquatic Ecosystem Monitoring: For the second project, completion of sampling activities for the U.S. EPA's National Rivers and Streams Assessment (NRSA) project is the primary objective. Staff will obtain field environmental data from Iowa's aquatic resources (e.g., rivers, streams, lakes, wetlands) in support of federal and state monitoring projects. Stream sampling variables include: algal biomass and composition, benthic macroinvertebrate and fish assemblages, fish tissue contaminants, physical habitat, sediment enzymes, and water chemistry. Sampling will be conducted at approximately 46 random sample sites across Iowa ranging in size from small perennial creeks to large interior rivers. Approximately 5-10 reference sites will also be sampled to provide comparative data from least disturbed stream habitats. Specific sampling locations will be determined following desktop and field reconnaissance.

Charles C. Corell, Chief
Water Quality Bureau
Environmental Services Division

5/19/08

SPECIAL CONDITIONS

This Contract is entered is between the Iowa Department of Natural Resources (DNR) and the University of Iowa (Contractor). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

The University of Iowa (Contractor), a State of Iowa educational institution, is organized under the laws of the State of Iowa and authorized to do business in the State of Iowa. The Contractor's address is: 2 Gilmore Hall, Iowa City, Iowa 52242.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Technical Contact: Lori McDaniel
502 E 9th St., Des Moines, IA 50319
(515) 281-8094
lori.mcdaniel@dnr.iowa.gov

DNR Administrative Contact: Lori McDaniel
502 E 9th St., Des Moines, IA 50319
(515) 281-8094
lori.mcdaniel@dnr.iowa.gov

University Technical Contact: Michael D. Wichman
University Hygienic Laboratory
102 Oakdale Campus, H101 OH
Iowa City, IA 52242
(319) 335-4500
mwichman@uhl.uiowa.edu

University Administrative Contact: Wendy Beaver, Sr. Associate Director
Sponsored Programs
The University of Iowa
2 Gilmore Hall
Iowa City, IA 52242
319/335-42123
wendy-beaver@uiowa.edu

Section 2 STATEMENT OF PURPOSE

The parties have entered into this Contract for the purpose of retaining the Contractor to provide: assistance to the DNR in determining the quality of the

environment of the State of Iowa by providing field services in support of environmental monitoring and water quality standards programs.

Section 3 **DURATION OF CONTRACT**

3.1 Term of Contract. The term of this Contract shall be July 1, 2008 through June 30, 2009 unless terminated earlier in accordance with the Termination section of this Contract.

3.2 Approval of Contract. If the amount of compensation to be paid by DNR according to the terms of this Contract is equal to or greater than \$25,000.00 (twenty five thousand dollars), then performance shall not commence unless by July 1, 2008 this Contract has been approved by the Environmental Protection Commission.

3.3 Renewal. The parties shall have the option to renew and extend this Contract for subsequent periods, adding up to no more than 6 years total, by executing a signed Contract amendment prior to the expiration of this Contract.

Section 4 **DEFINITIONS**

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Contract. Deliverables shall include the tasks set out in this Contract and everything produced by the Contractor that is related to the tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the deliverables.

Section 5 **STATEMENT OF WORK**

5.1 Statement of Work. The UHL shall provide four full-time staff positions for technical assistance associated with Use Assessments/Use Attainability Analysis and Aquatic Resource Monitoring. The four full-time staff positions shall perform the following tasks:

Task 1 – Assist with data collection, management, and reporting for Use Assessment and Attainability Analysis.

Task 2 – Assist with data collection, data management, and reporting for Aquatic Resource Monitoring.

5.2 Final Notice of Acceptance. If all the Tasks required by the Statement of Work have been timely completed consistent with the timeframes identified therein and all deliverables and services required by this Contract have been completed and delivered, and implementation of the Statement of Work is completed and successfully deployed, then DNR shall issue a written Final Notice of Acceptance within 30 days.

5.3 Non-Exclusive Rights. This Contract is not exclusive. DNR reserves the right to select other Contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

5.4 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of Contractor fully or partially suspended or stopped, if the deliverables or services fail to conform to applicable specifications and requirements in this Contract. DNR shall give Contractor written notice of a stop work directive. DNR shall provide to Contractor the reasons for the stop work directive and pay the Contractor for any and all work performed prior to the issuance of the stop work directive.

5.5 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the water resources profession for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

5.6 Amendments to Statement of Work – Change Order Procedure. Modifications, deletions and additions may be made to a Statement of Work at any time during the term of this Contract by mutual written consent of the parties. Any amendment to a Statement of Work shall be called a Change Order, and the following procedures shall be followed:

5.6.1 Written Request. DNR shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Services.

5.6.2 The Contractor's Response. The Contractor shall submit to DNR a time estimate and an estimated budget for the requested Change Order within five (5) business days of receiving the Change Order Request, if Contractor decides, in its sole discretion, to provide the services in the requested Change Order.

5.6.3 Acceptance of the Contractor Estimate. If DNR accepts the time estimate and estimated budget presented by the Contractor within five (5) business days of receiving the Contractor's response, the Contractor shall perform the modified services subject to time estimate and estimated budget included in the Contractor response. The Contractor's performance and the modified services shall be governed by the terms and conditions of this Contract, with a begin date agreed to by the parties.

5.6.4 Adjustment to Compensation. The parties acknowledge that a Change Order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's

compensation or the performance deadlines under this Contract and that such Change Order may require approval of the Natural Resources or Environmental Protection Commission.

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. Contractor shall use its best efforts to complete its obligations under this Contract by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
Four full time staff positions	July 1, 2008 – June 30, 2009

Contractor shall notify DNR within 5 working days upon discovery of any delay in any of the above-designated portions of its obligations. Contractor and DNR shall discuss updated Task Milestone Dates. If the parties are unable to mutually agree to updated Task Milestone Dates within 30 days of DNR's receipt of notice of a delay, DNR may terminate this Contract for cause.

6.2 Review Meetings. Commencing with beginning performance of this Contract, the Project Managers shall meet semi-annually to discuss progress made by the Contractor during the performance of this Contract. The meetings shall occur, either in person or by telephone conference call, at the following times: January 30, 2009. Meetings may be postponed only on a case-by-case basis by mutual agreement of the parties.

6.3 Status Reports. Prior to each review meeting, each Technical Contact shall provide a status report listing:

- accomplishments during the previous period,
- activities planned for the upcoming period,
- Tasks completed or deliverables produced during the previous period,
- an updated schedule of upcoming deliverables, and
- any problems or concerns encountered since the last meeting.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 DNR Right to Review and Observe. DNR shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or DNR, within normal business hours and upon prior written notification to Contractor, to inspect its facilities and books and records

relating to invoicing for the purpose of monitoring and evaluating performance of this Contract.

Section 7 COMPENSATION

7.1 Source of Funding. The sources of funding for this Contract are Federal Grant CFDA#66.605 and State General Fund.

7.2 Not-to-Exceed Total Amount of Contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed \$213,086. Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this Contract.

7.4 Budget. The budget for this Contract shall be as follows:

Item	Not to Exceed Amount of Compensation
Salary (Task 1 and 2)	\$125,580
Fringe (Task 1 and 2)	\$ 47,721
Supplies (Task 1 and 2)	\$ 3,000
Travel (Task 2) includes Vehicles, Maintenance, Gas, Lodging, Meals	\$ 21,000
Subtotal	\$197,301
Indirects (8%)	\$ 15,785
Total Not to Exceed Amount	\$213,086

7.5 Submission of Invoices. Invoices shall be submitted to DNR according to the following schedule:

<u>Task Milestone Date</u>	<u>Invoice Due Date</u>
Monthly Invoice	15 th of the following month

Each invoice shall comply with all applicable rules concerning payment of such claims. Each invoice shall be itemized as per the line item budget categories in the budget contained in this Contract. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way. Invoices should be sent to:

Iowa Dept. of Natural Resources
Attn: Shirley Christoffersen
Wallace State Office Building
502 E. 9th Street
Des Moines, IA 50319-0034

7.6 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State of Iowa for any services provided by or on behalf of the Contractor under this Contract.

DNR will pay Contractor within sixty (60) days following receipt of invoices. Payment will be issued to:

University of Iowa
University Hygienic Laboratory – Accounts Receivable
102 Oakdale Campus, H101 OH
Iowa City, IA 52242

7.7 No advance payment. No advance payments shall be made for any Deliverables provided by Contractor pursuant to this Contract.

7.8 Delay of Payment Due to Contractor's Failure. If DNR determines that the Contractor has failed to perform or deliver any service or product required by this Contract, then the Contractor shall not be entitled to any compensation for that service or product, or any further compensation if compensation has already occurred, under this Contract until such service or product is performed or delivered. DNR shall withhold that portion of the invoice amount which represents payment for the task or deliverable that was not completed, delivered and successfully deployed.

7.9 Erroneous Payments and Credits. Contractor shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by Contractor or notification by DNR of the overpayment or erroneous payment.

7.10 Final Payment. Unless otherwise provided in this Contract, by state law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of either party's claims against the other party under this contract or applicable performance and payment bonds.